

THE GREATER HARTFORD
AFFIRMATIVE ACTION PLAN

PREAMBLE

THIS AGREEMENT, entered into as of the 4th day of June, 1975, is by and between the City of Hartford and all contractors and organizations, as defined herein, in the construction industry which are or will become signatories to this Agreement.

This Agreement is to be implemented in accordance with the affirmative action mandate of the Thirteenth and Fourteenth Amendments to the United States Constitution, Article 1, Section 20 of the Constitution of the State of Connecticut, 42 United States Code, Section 1981, 42 United States Code, Section 2000(e), Presidential Executive Order Numbers 11246 and 11375, the Governor's Executive Order Number 3, Chapter II, Sections 5 and 7, and Chapter VIII, Section 11 of the Charter of the City of Hartford, and Hartford's Equal Employment Opportunity Contract Compliance Ordinance (hereinafter called Ordinance), a copy of which is attached hereto.

Any contractor or organization which refuses to sign this Agreement is prohibited from participation in any City construction or improvement project, unless such contractor or organization is certified in accordance with the certification procedures of the Ordinance.

This Agreement is hereby incorporated into all contracts for City construction work between the City and the signatories hereto, as if fully stated as a contractual provision. A breach of this Agreement shall constitute a breach of all such contracts, and be subject to all remedies provided by the contract, the Ordinance and the law for breach.

Section 1. PURPOSE

The parties to this Agreement intend to ensure equal employment opportunity for minority group persons, including women, as defined herein, in all phases of construction work performed pursuant to major contracts awarded by the City of Hartford (hereinafter called City) under the provisions of its Municipal Charter and Code.

Section 2. COVERAGE

This Agreement shall apply to all public building and construction work, union or non-union, which is undertaken in the geographic area of this Plan.

Section 3. PARTIES

The parties to this Agreement shall be divided into four categories. Category A. shall include general contractors, subcontractors, specialty contractors, vendors of construction material, and/or any associations which represent them. Category B. shall include local union organizations. Category C. shall include the City Manager, or his or her designee. Category D. shall include representatives of minorities and women in the field of construction work. Category B. should have representatives of non-union labor, and may include regional councils and associations, internal associations or organizations of local union organizations.

Section 4. DEFINITIONS

A. The definitions of the terms "construction work", "good faith effort", "minority group persons", "organizations" and "qualified" shall be those used in the Ordinance.

B. In addition, the following words and phrases shall have the meanings hereinafter set forth except where such terms are used in a context which clearly indicates to the contrary:

1. "Applicant" includes any person who appears at a job site or office of Category A or B party, seeking employment on a project or projects covered by this Agreement or membership to such party, or one who is listed with any job referral bank so designated by the Court of Common Council of the City pursuant to the Ordinance.

2. "Craft" or "construction industry craft" means a category of skill corresponding to any group of workers employed in the construction industry.

3. "General Construction Trades" includes, but is not limited to, the following trades: bricklayers, carpenters, lathers, operating engineers, painters, glaziers, roofers, iron workers, teamsters and laborers; plus any work under which the respective craft has jurisdiction.

4. "Hartford Labor Market Area" includes the following cities and towns: Avon, Bloomfield, Bolton, Canton, East Granby, East Hartford, East Windsor, Ellington, Enfield, Glastonbury, Granby, Hartford, Manchester, Rocky Hill, Simsbury, Stafford, Somers, South Windsor, Tolland, Vernon, West Hartford, Wethersfield, Windsor, and Windsor Locks. It is noted that the coverage of this Plan may vary according to trade jurisdictional territory.

(3)

5. "Job Classification" includes, but is not limited to, journeyman, trainee, apprentice or pre-apprentice, as those terms are commonly used and understood in the construction industry or are given meaning in Section 7 below.

6. "Staffing Table" means a chart which sets forth the goals and time tables of each organization in regard to the employment of minority and non-minority personnel. Each such chart shall include a list of the job classifications in each craft and the number of persons to be employed or enrolled in each craft in each job classification.

7. "Mechanical Trades" includes, but is not limited to, the following trades: asbestos workers, boilermakers, electrical workers, elevator constructors, plumbers, sheet metal workers and steamfitters-pipefitters; plus any work under which the respective craft has jurisdiction.

8. "Resident of the Hartford Labor Market Area means any person who is currently a resident of the Hartford Labor Market Area.

9. "City Project" includes all phases of construction work in public works and improvements and housing involving the expenditure of at least Ten Thousand (\$10,000) Dollars for which the City has contracted or will contract pursuant to competitive bidding, or without competitive bidding, if authorized by a State or Federal Statute. Tax abatement projects which fall within the purview of Section XX of Section 2-626 of the Municipal Code shall be considered City projects. All other projects shall be considered non-City projects.

Section 5. EMPLOYMENT OF MINORITY WORKERS

A. The parties specifically agree to make every good faith effort to achieve during the period of years established in this Agreement, a level and membership and employment of minority group employees, including women, to at least fifteen (15%) per cent. It is recognized by all parties to this Agreement that the employment of women shall not be restricted to any one racial or ethnic group. The percentage goals and the period of time during which these goals are to be achieved shall not be less than one year, nor greater than five years, as determined by the Category C party after consultation with Category A, B and D parties. The following criteria shall be applied in determining the percentage goals for minorities and women to be trained and employed within each craft under this agreement: (1) the extent of past and present discrimination within the craft; (2) the qualified minority and female labor force in the Hartford Labor Market Area; and (3) the jurisdictional area of the craft.

B. During any period of time that the signatories to this Agreement have not met their interim goals for minorities and/or women, they shall employ said personnel into their respective organizations at a minimum rate of fifty (50%) percent of all new entrances, as determined by the Category C party after consultation with Category A, B and D parties. The only exception from this provision is "specialist". A definition of "specialist" shall be adopted by the Administration Committee, and subject to the approval of the Category C party.

C. The goals established during the period of this Agreement shall be governed by a staffing table established by the Category C party after consultation with Category A, B and D parties. Such interim goals, as established pursuant to this Plan shall be limited to no less than three month periods.

D. The Category C party, after consultation with Category A, B and D parties, shall set minimum participatory goals on City projects for minority personnel, including women. Such goals shall be at least fifteen (15%) percent of the daily (manhours) worked by each trade on each project. The contractor and his labor referral union on organization will bear the responsibility to achieve these minimum goals.

In those cases, wherein several contractors employ the same trade on a project, the minimal fifteen (15%) per cent daily trade participation will apply to the overall project manning. In these special cases, the contractors and the union shall collectively assume the responsibility to achieve the fifteen (15%) percent minimal participatory goals. Contractors unable to achieve the fifteen (15%) percent minimal trade participation within their crew shall state in writing their attempts and reasons for not being able to do so to the Category C party.

The Category A and B parties agree to make a good faith effort to implement these goals on non-City projects. For purposes of this Agreement, any tax abatement projects which fall within the purview of the Ordinance shall be considered a City project subject to the minimum participatory goals of minority personnel including women.. The parties herein agree that the Category D party and the administration coordinator shall be allowed to visit and inspect non-City projects at reasonable times to insure the implementation of this provision.

Section 6. IMPLEMENTATION

A. All parties to this Agreement recognize that in accordance with the ordinance the Category C party shall be primarily responsible for the monitoring and enforcement of this Agreement.

B. To advise and assist the Category C party in the implementation and operation of this Agreement, there shall be an Administration Committee.

1. The Administration Committee shall be comprised of twelve (12) members as follows:

Four (4) representatives to be selected by
Category A party;

Four (4) representatives to be selected by
Category B party; and

Four (4) representatives of the Category D party to be selected
by organizations representing minorities and women.

2. At least one of the representatives selected by the Category A party shall be a representative of major vendors of construction material. At least one of the representatives selected by the Category A party shall be a minority contractor.

3. At least one of the representatives selected by the Category B party shall be a representative of non-union labor.

4. The terms of the representatives to the Administration Committee shall be for two year periods, provided that two of the representatives from each category of parties chosen to the first Administration Committee so constituted shall serve for one year terms.

5. The Administration Committee shall choose its own chairperson, by majority vote, who shall maintain his or her vote at all times.

6. The Category C party shall contact representatives of the Category A, B and D parties upon the adoption of this Agreement for the purpose of notifying said parties that they have no more than 45 days to select their initial representatives to the Administration Committee, and the Craft Operations Committees, hereinafter established. If any party has failed to select their representatives at the expiration of the 45 day period, the Contract Enforcement Committee, established by the Ordinance, may appoint such representatives or may take any other action which it seems appropriate to insure full, fair and equitable representation on the Administration Committee.

(6)

7. Any person aggrieved by the make-up of the Administration Committee may appeal to the Category C party. The Category C party shall, if he or she finds said Committee not to be representative of the parties involved, take appropriate action to insure adequate representation. The decision of the Category C party may be appealed to the Contract Enforcement Committee, whose decision shall be binding on all parties.

8. The Category C party shall have the right to attend and speak at all special and general meetings and executive sessions of the Administration Committee, but shall not have any voting privileges.

9. The Administration Committee shall adopt its own by-laws, which by-laws shall not be inconsistent with the provisions of this Agreement. The Administration Committee shall meet at least monthly at such times and places as it shall designate. The Chairperson shall have the power to call such special meetings as he or she deems desirable, provided, however, that he or she provides at least 24 hours notice of such meetings to all Committee members, unless a member of each of the four parties listed in subsection B. 1. of this section waives such notice requirement. A quorum for the transaction of business by the Administration Committee shall consist of at least three (3) members thereof present, which three (3) members shall include at least one (1) representative from each of the three parties listed in subsection B. 1. Once a quorum has been established, each represented Category of parties shall be permitted to cast the number of votes equal to their number of representatives on the Administration Committee without regard to the number of representatives present from each category of parties. A majority of votes so cast shall be necessary for the taking of action by the committee.

10. The duties of the Administration Committee shall include the following:

a. To provide the Category C party with the consultation and information he or she deems necessary for the successful implementation of this Agreement.

b. To make such recommendations to ensure the successful implementation of this Agreement as it deems necessary.

c. To establish a nonprofit corporation for the securing of funding for the monitoring of the overall program. The members of the Administration Committee shall serve on the Board of Directors of any such corporation organized.

d. To enter into contracts and agreements with government agencies, individuals, community action agencies or other resource groups to carry out any phases of the program.

e. To supervise the Craft Operations Committees.

f. To mediate and arbitrate any complaints or grievances concerning programs developed by a Craft Operations Committee, which mediation and arbitration shall be final and binding in accordance with law.

g. To prescribe fair and equitable methods for the selection of members and alternates, so as to insure that the membership on said committee is truly representative.

C. General Construction Trades and one for the Mechanical/Electrical Trades.

1. The Craft Operations Committees will have as duties assigned to them, the classification of applicants, the establishment of training programs and such other responsibilities as may be assigned by the Administration Committee.

2. Representation on the Craft Operations Committees shall be as follows:

a. General Construction Trades, Craft Operations Committee:

Two (2) representatives from Category A party who are General Contractors.

Two (2) representatives from Category B party who are members of the General Construction Trades.

Two (2) representatives of the Category D party.

b. Mechanical/Electrical Trades, Craft Operations Committee:

Two (2) representatives from Category A party who are contractors in any of the Mechanical Trades.

Two (2) representatives of the Category B party who are members of the Mechanical Trades.

Two (2) representatives of the Category D party.

3. At least one of the representatives selected by the Category A party to the Craft Operations Committees shall be a minority contractor.

4. Each Craft Operations shall elect a committee member as Chairperson, who shall maintain his or her vote at all times. Each Chairperson shall serve for a term of six months. On a rotating basis, each of the three parties shall in turn select the meeting Chairperson.

5. Representatives on the Craft Operations Committee from each category of parties may be rotated, at the discretion of the respective parties.

6. A quorum for the transaction of business by the Craft Operations Committees shall consist of at least three (3) members thereof present, which three (3) members shall include at least one (1) representative from each of the three categories of parties listed in subsection C.2 of this section. Once a quorum has been established, each represented category of parties shall be permitted to cast the number of votes equal to their number of representatives on the Craft Operations Committee without regard to the number of representatives present from each category of parties. A majority of votes so cast shall be necessary for the taking of action by the Craft Operations Committee.

7. Each Craft Operations Committee shall adopt their own by-laws, which by-laws will not be inconsistent with provisions of this Agreement.

8. Each Craft Operations Committee shall prescribe fair and equitable methods for the selection of members and alternates, so as to insure that the members of said Committee are truly representative.

9. The Category C party shall have the right to attend and speak at all special and general meetings and executive sessions of the Craft Operations Committees, but, shall not have any voting privileges.

10. The terms of the representatives to each Craft Operations Committee shall be for two year periods, provided that one of the representatives from each category of parties chosen to the first Craft Operations Committee so constituted shall serve for a one year term.

D. Notice of all meetings and sessions of the Administration Committee and the Craft Operations Committees shall be sent to the Category C. party.

E. It is recognized by all parties to this Agreement that other political subdivisions, within the Greater Hartford Region may desire to become signatories to the Greater Hartford Affirmative Action Plan. To facilitate meaningful participation by such signatories, a Regional Council is hereby constituted.

1. The Regional Council shall consist of one duly authorized representative from each political subdivision that is a signatory to this Agreement. The representative from the City of Hartford shall be the Category C party.

2. Each representative on the Regional Council shall have the responsibility to establish minimum participatory goals of minorities and women on town projects within his or her jurisdiction which goals shall be consistent with the extend of the available qualified minority and female labor force in the Hartford Labor Market Area.

3. The regional Council shall adopt its own by-laws and shall meet at such times and places as it deems desirable, provided, however, that there shall be at least one meeting per month.

4. The regional Council shall make such recommendations to the Category C party as it deems necessary or desirable.

5. The Category C party shall make available to the Regional Council all information which he or she receives pursuant to this Agreement.

6. The Category C party shall consult with the Regional Council on all matters necessary or desirable for the successful implementation of this Agreement.

7. The Regional Council may appeal any decision of the Category C party which is contrary to its recommendations to the Contract Enforcement Committee established in the Ordinance.

8. The Regional Council may establish a nonprofit corporation to secure funds for the monitoring of this Agreement.

Section 7. CLASSIFICATION AND TRAINING

A. To facilitate the implementation of the desired goals of this Agreement, Category A and B parties agree to the following classifications of qualifiable applicants, which shall hereinafter apply to all tradesmen, minority and non-minority.

1. Journeyman

a. An applicant who is licensed by the State of Connecticut to perform the functions of a licensed craft included in this Agreement.

b. An applicant who:

1. has in fact functioned as a journeyman in a craft included in this Agreement and submits evidence of such to the Craft Operations Committee, regardless of union membership or non-membership; or,

2. meets the minimum qualifications of the Journeyman listed on the active rolls of a union with jurisdiction covering a craft included in the Agreement.

3. and, has demonstrated journeyman, skill during a probationary period on the job as determined by the Craft Operations Committee, but not to exceed six (6) months;

4. and is licensed where required by law.

2. Advanced Trainee

All applicants who are not classified as journeyman, who have had some construction work experience in the particular field involved, or its equivalent, and who, in the judgment of the Craft Operations Committee, require one year or less of job related training to qualify as journeymen - or to obtain a license for those trades which require a license, but who do not meet the requirements or do not seek admission to Apprenticeship Programs, shall be classified as Advanced Trainees. Advanced trainees shall be placed in job related training programs in accordance with the goals for minority or female employment outlined in Section 5 above.

3. Trainee

All applicants who do not possess the qualifications for classification as journeymen, advanced trainees or apprentices shall be classified by the Craft Operations Committee as Trainees. No Craft Operations Committee shall classify a minority or female applicant as a trainee without the express consent of the Joint Apprenticeship Committee, unless that craft, as determined by the Administration Committee, is failing to maintain the levels of minority or female employment as outlined in Section 5. Trainees shall be placed in job related training programs in accordance with the goals for minority or female employment as set forth in Section 5.

4. Apprentice

All applicants who possess the established experience equivalency or who meet the valid established qualifications for Apprenticeship Programs and who desire to become apprentices, shall be classified by the Craft Operations Committee as apprentice applicants. The Craft Operations Committee shall consider applicants who are over age on a case by case basis. Such applicants shall be admitted into the Registered Apprenticeship Program of the trade for which they have been determined to be qualified. Employment of minority or female applicants in the Apprenticeship Programs for the designated trades shall count toward fulfillment of the goals for minority or female employment for each calendar year as set forth in Section 5 of this Agreement.

5. Pre-Apprentice

All applicants who meet the age requirement for Apprenticeship programs and desire to become apprentices, but who do not meet the other valid, established qualifications for Apprenticeship programs, shall classify as pre-apprentice.

B. Guidelines for Trainee and Apprentice Classifications

1. All applicants classified as advanced trainees will be advanced to journeymen status as soon as possible but may remain in training status for a maximum of one year. Training will include on the job training as an employee of Category A party to this agreement and such related instructions as may be required in order to qualify as a journeyman. Qualifications as a journeyman shall be determined by the Craft Operations Committee in accordance with guidelines set forth in Paragraph A.1. of this Section.

2. Minority or female applicants classified as trainees will be advanced to journeyman status upon completion of training programs outlined by the Craft Operations Committee. Training will include on the job training as an employee of Category A party to this Agreement as such related instructions as may be required in order to qualify as a journeyman. However, no training program shall extend beyond the maximum training period required by the Joint Apprenticeship Committee. Qualifications as a journeyman shall be determined in accordance with guidelines set forth in Paragraph A.1 of this Section.

3. All apprenticeship applicants shall be subject to the training and qualification guidelines set forth by federal and state requirements for registered apprenticeship programs. The Joint Apprenticeship Committee shall make the final selection of apprentices.

4. All applicants classified as pre-apprentices, shall be admitted to a registered apprenticeship program upon completing training to qualify them to meet established qualifications for Apprenticeship programs.

5. All advanced trainees, trainees and apprentices completing the required training programs and fulfilling all of the requirements for journeyman status shall be afforded the opportunity for full membership as a journeyman by the appropriate Category B party to this Agreement.

C. Employment as Journeyman

When any person who is an applicant is classified as a journeyman in accordance with subsection A above, he or she shall be referred to an applicable Category A party for employment in accordance with the goals for minority or female employment outlined in Section 5 above; he or

she shall be afforded the opportunity for full union membership as a journeyman by the appropriate category B party to this Agreement; and he or she shall receive wages and fringe benefits applicable to journeymen as provided in applicable collective bargaining agreements.

D. Employment as Trainee

When any applicant is classified as a trainee, such person shall be placed in job related training programs in accordance with his or her aptitude and construction work experience as determined by the Craft Operations Committee.

The trainee's classification and wages shall conform to the standards of the Joint Apprenticeship Council for the respective trade.

E. The above classifications have been adopted for the purpose of screening applicants and facilitating their advancement. No organization will be required to accept applicants who do not satisfy the qualifications necessary to perform the work for which they are employed. No organization will be required to change existing bona fide classifications.

Section 8. UTILIZATION OF MINORITY GROUP SUBCONTRACTORS

A. Minority and/or female persons who are general contractors or subcontractors regularly doing business in the Hartford Labor Market area shall be assisted wherever possible to bid and be awarded contracts in their respective trades or business.

B. In order to meet this requirement, each Category A party shall whenever possible:

1. Inform associations and consortia of minority or female contractors of known bid specifications well in advance of the closing data for bid submissions;
2. actively recruit consortia of minority or female contractors to bid on subcontracts;
3. limit the size and dollar volume of subcontracts to the extent feasible and otherwise arrange solicitations, time for preparation of bids, specifications and completion dates in order to make it possible for minority or female persons who are contractors or consortia of minority or female contractors to bid and compete for said contracts;
4. provide whatever other counseling or assistance may be necessary during the preparatory stages and the actual performance of such subcontracts.

C. upon receipt of a statement from a minority or female subcontractor that he or she is unable to obtain requisite bonding or insurance through normal channels, the Category A party shall refer the subcontractor to the Administration Committee. The Committee is authorized to establish a consortia of financial institutions for the purpose of providing necessary bonding for all subcontractors who are unable to obtain requisite bonding.

Section 9. EMPLOYMENT OF MINORITY GROUP PERSONS AS
SUPERVISORY AND MANAGEMENT PERSONNEL

A. Each Category A party shall insofar as possible, hire, train and promote minority and female applicants or employees who are residents of Hartford Labor Market Area to fill that Party's supervisory and other managerial work force employed in the performance of projects within the coverage of this Agreement on the same proportionate basis as that set forth for the crafts in Section 5 of this Agreement. For the purpose of implementing this Section, each Category A party shall submit to the Administration Committee and the Category C party and affirmative action plan with its bid. Category A parties, who are classified as vendors of construction materials, shall submit an affirmative action plan through their contractors within 30 days after becoming signatories to this Agreement or 30 days prior to supplying any materials, whichever comes first. The Category C party shall review said plans and either accept or modify them as necessary to insure equal employment opportunity.

Section 10. REPORTS AND RECORD-KEEPING

A. Each Category A party agrees to maintain written monthly reports demonstrating compliance with the requirements of Sections 5, 8 and 9 above. These reports shall be submitted to any Category B, Category C or Category D party on request.

B. Each Category A party shall make available to the Administration Coordinator the applications of those minority persons who have registered for employment. For each registration, the application should include:

1. Name
2. Address
3. Age
4. Craft in which applicant seeks to be registered.
5. Whether the applicant was hired or his application forwarded for registration. These records shall be available for inspection by any Category B, C or D party on request.
6. Category A and B parties shall also maintain records with respect to the applicant flow.

C. Each Category B party shall maintain a roster or file of all persons who are members, trainees, or persons who utilize the placement facilities of its union hall, providing name and job classification. Such roster shall be compiled within 30 days after the effective date of this Agreement and shall be revised every 30 days. These records shall be available for inspection by the Administration Coordinator or Category C party on request.

D. The Administration Committee may order any or all information found necessary or desirable to aid in the implementation of this Agreement. Such records as required by this Section shall be kept confidential upon request by any party for good cause. Any disputes concerning the production or restriction of records shall be submitted to the Office of the Corporation Counsel for arbitration. The decision of the Corporation Counsel shall be binding on all parties.

Section 11. COORDINATION

A. This Agreement shall be monitored by the Administration Committee. When the Administration Committee establishes a nonprofit corporation to implement this program, as indicated in Paragraph A 4.3., Section 6 of this Agreement, the Administration Committee shall be empowered to select one (1) full time paid staff member for the corporation to act as the Administration Coordinator and one (1) full time paid secretary. The Category C party shall nominate the person to serve as Administration Coordinator, and his or her appointment shall be subject to the approval of the Administration Committee. The Administration Coordinator shall be a resident of the Hartford Labor Market Area with expertise in the field of construction work. He or she shall serve for a term of two (2) years.

B. The Administration Coordinator shall be responsible for the day-to-day administration of the requirements of this Agreement and shall report his/her findings to the Administration Committee and the Category C party at least once each 30 days for as long as said Agreement is in Force. (A list of the duties, responsibilities and authorities of the Administration Coordinator shall be prepared by the Administration Committee and set forth as an addendum to this Agreement.)

C. In case any Committee created in this Agreement is unable or unwilling to meet, due to lack of a quorum or other cause, the Administration Coordinator shall assume the duties of said Committee. If the Administration Coordinator is unable or unwilling to assume said duties, the Category C party shall have the power to appoint a new Coordinator. Nothing herein shall prohibit the Administration Coordinator from continuing to consult with any Committee members who are willing to participate.

Section 12. COMPLIANCE

A. Each party who is a signatory to this Agreement shall make the employment and training provisions of this Agreement an integral part of all contracts and sub-contracts it writes for construction work in the area covered by this Agreement.

B. The rates of wages and fringes for all work performed for the City of Hartford shall be as prescribed by the State of Connecticut Labor Department and/or U.S. Department of Labor as the prevailing wage rate for that area. These wage rates are to be revised periodically so as to remain in current with all revisions issued by the Labor Department. For purposes of this Section a tax abatement project which falls within the purview of the Ordinance shall be considered a City project subject to the prevailing wage rate requirement.

C. The failure of any Category A or B party to comply with the terms of this Agreement shall constitute a breach of contract unless the Category A or B party shall have taken all the steps indicated in the appropriate sections above and shall have been unable to fulfill its obligations after making every good faith effort.

D. The ordinance is incorporated herein as if fully stated.

Section 13. MISCELLANEOUS PROVISIONS

Nothing in this Agreement shall interfere with the pension plans of any organization. Nothing herein shall preclude pre-job conferences, although all parties are encouraged to extend an invitation to interested minority and female representatives to attend such conferences. It is not the intent of this Agreement to interfere with any bona fide seniority system which does not perpetuate past discrimination.

Section 14. APPEAL RIGHTS

Any party to this Agreement, including the minority and female members on any committee established herein, who is aggrieved by any decision of the Category C party, may appeal to the Contract Enforcement Committee established by the ordinance in writing within 15 days of the making of the decision. The Contract Enforcement Committee shall provide such party with a hearing and issue a decision within 30 days of the receipt of the written appeal. During the pendency of such an appeal, the decision of the Category C party shall remain in full force and effect, unless the Contract Enforcement Committee issues a stay of the decision by unanimous vote.

Section 15. DURATION AND MODIFICATION

A. This Agreement shall last for a period of five (5) years, from June 4, 1975 through June 4, 1980 and thereafter shall be automatically reviewed from year to year, unless written notice of intention to terminate or modify the Agreement is given by any party to the Agreement to all the parties to the Agreement not more than ninety (90) or less than sixty (60) days prior to each annual renewal date.

B. Not more than ninety (90) nor less than sixty (60) days prior to each annual anniversary date, each party shall furnish the other parties, in writing, of any changes in the list of organizations it represents.

C. At least ninety (90) days prior to the end of the first, and each succeeding year of the Agreement, following the first five (5) year period, the parties shall review the effectiveness of the Plan and the adequacy of the goals set forth herein.

D. This Agreement may be amended or added to at any time by the written consent of all parties hereto.

Section 16. AGREEMENT QUALIFICATIONS

It is not the intent of any of the parties hereto to violate any laws or rulings or regulations of any government authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that, in the event any provision of this Agreement is held to be unlawful or void by any tribunal having the right to so hold, the remainder of this Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portions of the Agreement.

CITY OF HARTFORD

INTERDEPARTMENTAL MEMORANDUM

TO: Greater Hartford Affirmative
Action Plan Signatories DATE:
FROM: Ronald Fletcher - Human Relations Commission
SUBJECT: U.S. DEPT. OF LABOR/GREATER HTFD. PLAN
MINORITY - FEMALE PARTICIPATION REQUIREMENTS. COPY TO:

The U.S. Department of Labor has issued regulations, effective May 8, 1978, which establish requirements for the participation of minority and female workers as construction workers within the aggregate workforce of contractors having contracts for greater than \$10,000 on federal and/or federally assisted construction projects.

There currently exist within the Greater Hartford Area a local agreement for the participation of minority workers on projects, and as such the new federal regulations will supplement the existing "Greater Hartford Affirmative Action Plan (GHAAP)" provisions by further establishing goals for the participation of female workers within a contractors aggregate work force. The "GHAAP" areas goals which apply to the contractors aggregate work force on a trade by trade basis, will now read as follows:

Minority Participation

<u>Timetable</u>	<u>Trade</u>	<u>Goal (% participation)</u>
Until further notice	all	15%

Female Participation

April 1, 78-Mar. 31, 79	all	3.1%
April 1, 79-Mar. 31, 80	all	5.1%
April 1, 80-Mar. 31, 81	all	6.9%

The goals will apply to each contractors aggregate work force, on a trade by trade basis, for all projects underway in the area of the "GHAAP".

At the present time, GHAAP signatories are reporting minority utilization upon only those contracts they are performing for the City of Hartford by submitting a monthly CC-257 minority manhour report. In order to co-ordinate the reporting requirements for City Contracts with those that will now be required by the Federal regulations, the following reporting requirements will now be established for all GHAAP signatories pursuant to Section 10 of the Greater Hartford Plan and in compliance with 41 CFR 60-4:3

1. The Optional Form 66 will be replaced by the CC 257 (copy attached) as the monthly report form.
2. Contractors and all sub-contractors participating upon City of Hartford construction projects, or on projects carrying the specific provisions of the greater Hartford Affirmative Action Plan will utilize the SF 257 to report on the work of the City project.
3. The DOL-OCCP will be additionally requiring contractors working upon Federally assisted projects to file SF 257 reports for their aggregate work forces in the Hartford area. The Department of Labor will be contacting contractors directly re: this request.

RF/mm

A:GHAAP